

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
THE FOUNDRY, INC.	11/16/2009
MARK E DEEM	11/16/2009
DANIEL FRANCIS	11/13/2009
JESSI E JOHNSON	11/13/2009
STEVEN KIM	11/13/2009
ALEXEU SALAMINI	11/13/2009
TED SU	11/13/2009
DAN HALLOCK	11/13/2009
YOAV BEN-HAIM	11/13/2009
SHAIENDHAR SARAF	11/13/2009
PETER SMITH	12/20/2009
MIRAMAR LABS, INC.	11/16/2009

RECEIVING PARTY DATA

Name:	MIRAMAR LABS, INC.
Street Address:	445 INDIO WAY
City:	SUNNYVALE
State/Country:	CALIFORNIA
Postal Code:	94085

PROPERTY NUMBERS Total: 1

Property Type	Number
PCT Number:	US0813650

CORRESPONDENCE DATA

Fax Number: (262)783-1211
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2627831300
 Email: jdunaway@rkmiplaw.com

OP \$40.00 US0813650

Correspondent Name: Daniel D. Ryan
Address Line 1: PO Box 26618
Address Line 2: Ryan Kromholz & Manion
Address Line 4: MILWAUKEE, WISCONSIN 53226

ATTORNEY DOCKET NUMBER:	9853.20759-PCT
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NAME OF SUBMITTER:	DANIEL D. RYAN
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Total Attachments: 12
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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Mark E. DEEM; Daniel FRANCIS; Jessi E. JOHNSON; Steven KIM; Alxey SALAMINI; Ted SU; Dan HALLOCK; Yoav BEN-HAIM; Shailendhar SARAF; THE FOUNDRY, INC.; MIRAMAR LABS, INC.

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: MIRAMAR LABS, INC.

Internal Address: _____

Street Address: 445 India Way

City: SUNNYVALE

State: CALIFORNIA

Country: US Zip: 94085

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 11/13/2009, 11/16/2009 and 12/20/2009

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)
PCT/US2008/013650

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Daniel D. Ryan

Internal Address: RYAN KROMHOLZ & MANION, S.C.

Street Address: P.O. Box 26618

City: MILWAUKEE

State: WI Zip: 53226

Phone Number: 262 783 1300

Fax Number: 262 783 1211

Email Address: N/A

6. Total number of applications and patents involved: _____**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 9999
Expiration Date 05/06

b. Deposit Account Number 06-2360

Authorized User Name Daniel D. Ryan

9. Signature:


Signature

01-12-2010
Date

DANIEL D. RYAN
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CONSOLIDATED ASSIGNMENT AGREEMENT

Page 1 of 11

This Consolidated Assignment Agreement is effective October 1st, 2009 (the "Effective Date"), and is among The Foundry, Inc., a Delaware corporation with a place of business at 199 Jefferson Dr., Menlo Park, California 94025 ("The Foundry"); Miramar Labs. Inc., a Delaware corporation with a place of business at 445 Indio Way, Sunnyvale, California 94085 ("Miramar"); and the individuals (collectively, the "Inventors") Mark E. Deem; Daniel Francis; Jessi E. Johnson; Steven Kim; Alexey Salamini; Ted Su; Dan Hallock; Yoav Ben-Haim; Shailendhar Saraf (each a Citizen of the United States); and Peter Smith (a Citizen of the United Kingdom).

BACKGROUND

The Foundry is an incubator of new technology companies.

Miramar is a new technology company incubated by The Foundry.

The Inventors have made inventions directed to Systems, Apparatus, Methods and Procedures for the Noninvasive Treatment of Tissue using Microwave Energy (the/our "Inventions"), as described in PCT Patent Application PCT/US2008/013650, filed 12 December 2008 (Attorney Docket 9853.20759-PCT) (the "Patent Application").

At the time the Inventions arose, the Inventors had obligations to assign their inventions to The Foundry and/or Miramar as follows: Mark E. Deem (The Foundry, and also serving on the Board of Directors of Miramar); Daniel Francis (The Foundry and Miramar, jointly); Jessi E. Johnson (The Foundry and Miramar, jointly); Steven Kim (Miramar); Alexey Salamini (Miramar); Ted Su (Miramar); Dan Hallock (Miramar); Yoav Ben-Haim (Miramar); Shailendhar Saraf (Miramar); and Peter Smith (The Foundry).

Attorney Docket 9853.20759

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CONSOLIDATED ASSIGNMENT AGREEMENT

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Miramar is desirous of acquiring the entire right, title, and interest in and to the Inventions and the Patent Application.

Accordingly, the parties agree as follows:

1. Consistent with our obligations to The Foundry, and in consideration of good and valuable considerations, receipt of which is acknowledged, we, Mark E. Deem; Daniel Francis; Jessi E. Johnson, and Peter Smith hereby sell and assign to The Foundry, its successors and assigns, our right, title and interest throughout the world in our Inventions, and any utility (non-provisional) applications(s) filed on the Patent Application, and any reissue, divisions, renewals, extensions, continuations, and continuations-in-part of the Patent Application in the United States and throughout the world, and in all rights of priority thereto, and further including all rights to sue for all past and future infringements and collect all past and future damages and other remedies for infringement of any patent right issued for our Inventions.

2. Consistent with our obligations to Miramar, and in consideration of good and valuable considerations, receipt of which is acknowledged, we, Mark E. Deem; Daniel Francis; Jessi E. Johnson; Steven Kim; Alexey Salamini; Ted Su; Dan Hallock; Yoav Ben-Haim; and Shailendhar Saraf hereby sell and assign to Miramar, its successors and assigns, our right, title and interest throughout the world in our Inventions, and any utility (non-provisional) applications(s) filed on the Patent Application, and any reissue, divisions, renewals, extensions, continuations, and continuations-in-part of the Patent Application in the United States and throughout the world, and in all rights of priority thereto, and further including all rights to sue for all past and future infringements and

CONSOLIDATED ASSIGNMENT AGREEMENT

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collect all past and future damages and other remedies for infringement of any patent right issued for the Inventions.

3. Further, in consideration of good and valuable considerations, receipt of which is acknowledged, The Foundry hereby sells and assigns to Miramar, its successors and assigns, its entire right, title and interest throughout the world in and to the Inventions and the Patent Application, as granted to it in preceding Paragraph 1.

4. The parties hereby agree and confirm that, pursuant to this Consolidated Assignment Agreement, Miramar now holds all right title and interest in the Inventions, the Patent Application, and any utility (non-provisional) applications(s) filed on the Patent Application, and any reissue, divisions, renewals, extensions, continuations, and continuations-in-part of the Patent Application in the United States and throughout the world, and in all rights of priority thereto, and further including all rights to sue for all past and future infringements and collect all past and future damages and other remedies for infringement of any patent right issued for the Inventions.

5. The Foundry and the Inventors each also individually covenants and agrees that they will communicate to Miramar any facts known to them respecting the Inventions, and testify in any legal proceeding, assist in the preparation of any other provisional or non-provisional applications relating to the Inventions, sign all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Patent Application including any improvements made thereto, any utility (non-provisional) application(s) filed therefrom, and any continuing application(s) filed from the Patent Application, and generally do everything possible to aid Miramar to obtain and enforce proper patent protection for the Inventions in all countries.

Attorney Docket 9853.20759

PATENT
REEL: 023766 FRAME: 0204

CONSOLIDATED ASSIGNMENT AGREEMENT

Signed, sealed and delivered this 16 day of NOVEMBER, 2009.

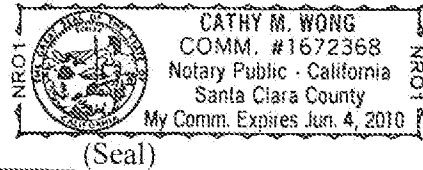
The Foundry, Inc.
By: [Signature]
Name MARK DEEM
Title MANAGING PARTNER

State of California)
) ss:
County of SAN JOSE

On 16th day of NOVEMBER, 2009, before me, the undersigned, personally appeared MARK DEEM personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public Signature [Signature]
My Commission Expires on: 6/4/2010



Signed, sealed and delivered this 16 day of NOVEMBER, 2009.

[Signature]
Mark E. Deem

State of California)
) ss:
County of SAN JOSE

On 16th day of NOVEMBER, 2009, before me, the undersigned, personally appeared Mark E. Deem personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within, that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument.

WITNESS my hand and official seal.

Notary Public Signature [Signature]
My Commission Expires on: 6/4/2010



Attorney Docket 9853.20759

CONSOLIDATED ASSIGNMENT AGREEMENT

Signed, sealed and delivered this 13 day of NOVEMBER 2009.

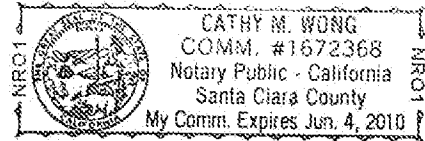
[Handwritten Signature]

Daniel Francis

State of California)
) ss:
County of Santa Clara

On 13th day of NOVEMBER 2009, before me, the undersigned, personally appeared Daniel Francis ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within, that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument.

WITNESS my hand and official seal.



Notary Public Signature *[Handwritten Signature]* (Seal)
My Commission Expires on: 6/4/2010

Signed, sealed and delivered this 13th day of November, 2009.

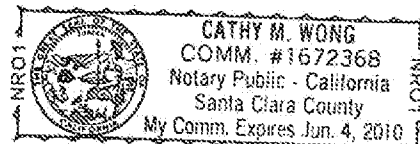
[Handwritten Signature]
Jessi E. Johnson

State of California)
) ss:
County of Santa Clara

On 13th day of NOVEMBER 2009, before me, the undersigned, personally appeared Jessi E. Johnson ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within, that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument.

WITNESS my hand and official seal.

Notary Public Signature *[Handwritten Signature]* (Seal)
My Commission Expires on: 6/4/2010



CONSOLIDATED ASSIGNMENT AGREEMENT

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Signed, sealed and delivered this 13th day of November, 2009.

[Handwritten Signature]

Steven Kim

State of California)
) ss:
County of Santa Clara

On 13th day of November 2009, before me, the undersigned, personally appeared Steven Kim ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within, that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument.

WITNESS my hand and official seal.

Notary Public Signature *[Handwritten Signature]*
My Commission Expires on: 6/4/2010



Signed, sealed and delivered this 13th day of November, 2009.

[Handwritten Signature]

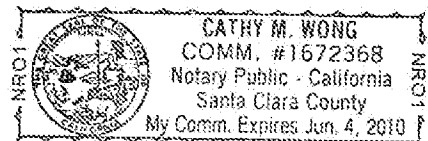
Alexey Salamini

State of California)
) ss:
County of Santa Clara

On 13th day of November 2009, before me, the undersigned, personally appeared Alexey Salamini ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within, that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument.

WITNESS my hand and official seal.

Notary Public Signature *[Handwritten Signature]* (Seal)
My Commission Expires on: 6/4/2010



Attorney Docket 9853.20759

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Signed, sealed and delivered this 13 day of November, 2009.

[Signature]
Ted Su

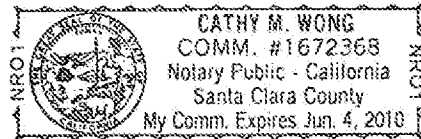
State of California)
) ss:
County of Santa Clara

On 13th day of November, 2009, before me, the undersigned, personally appeared Ted Su personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within, that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument.

WITNESS my hand and official seal.

Notary Public Signature [Signature] (Seal)
My Commission Expires on: 6/4/2010

My Commission Expires on:



Signed, sealed and delivered this 13th day of November, 2009.

[Signature]
Dan Hallock

State of California)
) ss:
County of Santa Clara

On 13th day of November, 2009, before me, the undersigned, personally appeared Dan Hallock personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within, that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument.

WITNESS my hand and official seal.

[Signature]



Attorney Docket 9853.20759

CONSOLIDATED ASSIGNMENT AGREEMENT
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Notary Public Signature _____ (Seal)
My Commission Expires on:

CONSOLIDATED ASSIGNMENT AGREEMENT

Signed, sealed and delivered this 16th day of November, 2009.

Miramar Labs, Inc.

By: Bernard E. Shan

Name Bernard E. Shan

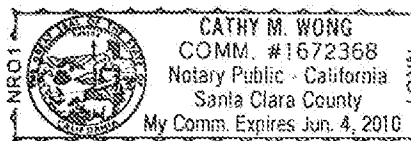
Title V.P. Law + General Counsel

State of California)
) ss:
County of San Mateo

On 16th day of November, 2009, before me, the undersigned, personally appeared Bernard E. Shan personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

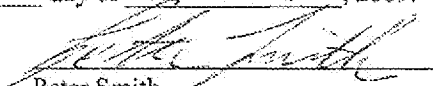
Notary Public Signature [Signature] (Seal)
My Commission Expires on: 6/4/2010



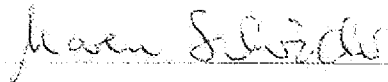
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Signed, sealed and delivered this 20th day of DECEMBER, 2009.


Peter Smith

Witnesses:



MAREN SCHROEDER
(WIFE)



ERICH SCHROEDER
HENNE 70, NALMBERG, GERMANY, 06612

Attorney Docket 9853.20759